

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION**

**JOSE M. HOLGUIN**

**Plaintiff,**

**vs.**

**STATE FARM LLOYDS  
AND RICARDO ALVARADO**

**Defendants**

§  
§  
§  
§  
§  
§  
§  
§  
§

**CIVIL ACTION NO.**

5:16-cv-350

**JURY REQUESTED**

---

**INDEX OF STATE COURT PAPERS  
IN CAUSE NO. 2016CVF002577-D3**

---

1. Cover Docket Sheet for the District Court, 341<sup>st</sup> Judicial District, Webb County, Texas
2. Plaintiff's Original Petition
3. Citation issued to State Farm Lloyds
4. Civil Case – Calendar Call Setting
5. Return of Service – Certified Mail – State Farm Lloyds
6. Original Answer of Defendant State Farm Lloyds to Plaintiff's Original Petition
7. Correspondence to Court Clerk requesting copies
8. Correspondence to Court Clerk – payment of fees





As of 12/6/2016 4:19:26 PM

## Case # 2016CVF002577 D3

**Jose M Holguin vs. State Farm Lloyds, Ricardo Alvarado**

**Type:** Contract

**Date Filed:** 10/5/2016 12:00:00 AM

**Court:** 341st District Court

**Complaint:** Contract

### Party Information

Name	Affiliation
State Farm Lloyds	Defendant
Jose M Holguin	Plaintiff
Ricardo Alvarado	Defendant

### Attorney Information

Name	Affiliation
Daniel C Andrews	Attorney for Defendant
Robert A Pollom	Attorney for Plaintiff

### Court Dates

Date	Description	Status
1/3/2017 1:30:00 PM	Calendar Call	Open

### Activity

Date	Type	Description
12/5/2016 10:56:53 AM	Filing Papers	*IMG* LETTER FROM JONES, ANDREWS, & ORTIZ PAYING FEES. (SL)
12/2/2016 2:23:19 PM	Filing Papers	*IMG* LETTER FROM JONES, ANDREWS & ORTIZ REQUESTING COPIES. (SL)
11/28/2016 9:28:12 AM	Answer	*IMG* ORIGINAL ANSWER OF DEFENDANT STATE FARM LLOYDS TO PLAINTIFF'S ORIGINAL PETITION. (SL)
11/14/2016 12:00:00 PM	Returns	*IMG* CITATION RETURN EXECUTED AS TO STATE FARM LLOYDS BY SERVING ITS AGENT: CORPORATION SERVICE CO. (DOS: 11/7/16). EJG
10/17/2016 11:23:02 AM	Notes	*IMG*CALENDAR CALL FAXED TO ATTORNEY

## Activity

Date	Type	Description
10/17/2016 11:20:47 AM	Issuance	*IMG*FOUR CITATIONS ISSUED--HELD BY CLERK PENDING COPIES AND S.A.S.E. CITATIONS MAILED TO ATTORNEY IN S.A.S.E. ON 10/21/2016
10/14/2016 3:34:30 PM	Court Case Assignment	Court date/time: 1/03/2017 13:30 Hearing Type: 17 Clndr Call Assignment of court date/time. Status entered as Open
10/5/2016 4:51:38 PM	Complaint	*IMG*CONTRACT
10/5/2016 4:51:38 PM	Case Status	Case Status entered as ACTV. Case Status ACTV: Active For STATE FARM LLOYDS

For more information, please contact the Webb County District Clerks (956-523-4268) or County Clerks (956-523-4266) office.



Filed  
10/5/2016 3:18:22 PM  
Esther Degollado  
District Clerk  
Webb District  
Esmeralda Alvarado  
2016CVF002577D3

CAUSE NO. \_\_\_\_\_

JOSE M. HOLGUIN

V.

STATE FARM LLOYDS  
AND RICARDO ALVARADO

§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

\_\_\_\_ JUDICIAL DISTRICT

WEBB COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff JOSE M. HOLGUIN, files this Original Petition against STATE FARM LLOYDS ("STATE FARM" or the "INSURANCE DEFENDANT"), and RICARDO ALVARADO ("ALVARADO" or "ADJUSTER DEFENDANT" or herein collectively as "DEFENDANTS") and in support thereof, would show as follows:

**I.**

**DISCOVERY CONTROL PLAN LEVEL**

Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

**II.**

**PARTIES AND SERVICE**

Plaintiff resides in Webb County, Texas.

Defendant STATE FARM is in the business of insurance in the State of Texas. The insurance business done by INSURANCE DEFENDANT in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

This defendant may be served with personal process, by a process server, by serving its registered agent Corporation Service Company, 211 East 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701 or wherever else it may be found.

Defendant, RICARDO ALVARADO, is an individual residing in and domiciled in the State of Texas. This defendant may be served with personal process via personal service at 823 Main Street, Alamo, Texas 78516, or wherever else he may be found.

### **III.** **JURISDICTION AND VENUE**

Venue is appropriate in Webb County, Texas because all or part of the conduct giving rise to the causes of action were committed in Webb County, Texas and the Plaintiff and property which is the subject of this suit are located in Webb County, Texas.

Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

### **IV.** **FACTS**

Plaintiff is the owner of a Texas Homeowner's Insurance Policy (hereinafter referred to as "the Policy"), which was issued by INSURANCE DEFENDANT.

Plaintiff owns the insured property, which is specifically located at 3919 Sitting Bull, Laredo, Texas 78043 (hereinafter referred to as "the Property").

INSURANCE DEFENDANT sold the Policy insuring the Property to Plaintiff.

During the terms of said Policy, Plaintiff sustained covered losses in the form of wind and/or hail damage and damages resulting therefrom, and Plaintiff timely reported same pursuant to the terms of the Policy. Plaintiff asked that INSURANCE DEFENDANT cover the cost of repairs to the Property pursuant to the Policy. INSURANCE DEFENDANT failed to conduct a full, fair and adequate investigation of Plaintiff's covered damages.

As detailed in the paragraphs below, INSURANCE DEFENDANT wrongfully denied Plaintiff's claim for repairs to the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff. Furthermore, INSURANCE DEFENDANT failed to pay Plaintiff's claim by not providing full coverage for the damages sustained by Plaintiff.

To date, INSURANCE DEFENDANT continues to delay in the payment for the damages to the Property.

INSURANCE DEFENDANT failed to perform its contractual duty to adequately compensate Plaintiff under the terms of their Policy. Specifically, INSURANCE DEFENDANT refused to pay the full proceeds of the Policy after its agent, ADJUSTER DEFENDANT conducted an outcome-oriented investigation, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff.

Pleading further, INSURANCE DEFENDANT misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. INSURANCE DEFENDANT'S conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT failed to make an attempt to settle Plaintiff's claim in a fair manner, although it was aware of its liability to Plaintiff under the Policy. Its conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT failed to explain to Plaintiff any valid reason for its coverage denial and offer of an inadequate settlement. Specifically, it failed to offer Plaintiff full compensation, without any valid explanation why full payment was not being made. Furthermore, INSURANCE DEFENDANT did not communicate that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiff's claim. INSURANCE DEFENDANT conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

Further, INSURANCE DEFENDANT failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding payment of claims without delay. Specifically, it has delayed full payment of Plaintiff's claim and, to date, Plaintiff has not received full payment for the claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

From and after the time Plaintiff's claim was presented to INSURANCE DEFENDANT, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full, despite there being no basis whatsoever upon which a reasonable insurance company would have relied to deny the full payment. INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing.

Additionally, INSURANCE DEFENDANT knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

Because of INSURANCE DEFENDANT'S wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing Plaintiff with respect to these causes of action.



V.

**CAUSES OF ACTION AGAINST INSURANCE DEFENDANT**

**A. BREACH OF CONTRACT**

INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff. Defendant's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiff.

**B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE:**

**1. UNFAIR SETTLEMENT PRACTICES**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices: TX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though its liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation,

constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

## **2. THE PROMPT PAYMENT OF CLAIMS**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

INSURANCE DEFENDANT'S failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.

INSURANCE DEFENDANT'S failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT'S delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

## **C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds pursuant to insurance contracts.

INSURANCE DEFENDANT'S failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or

should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**VI.**

**CAUSES OF ACTION AGAINST ADJUSTER DEFENDANT**

**A. NONCOMPLIANCE WITH TEXAS INSURANCE CODE**

Plaintiff re-alleges the foregoing paragraphs. At all pertinent times, ALVARADO, the ADJUSTER DEFENDANT, was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of the ADJUSTER DEFENDANT and his agents constitute one or more violations of the Texas Insurance Code. More specifically, the ADJUSTER DEFENDANT has, among other violations, violated the following provisions of the Code:

1. Insurance Code § 542.003(b)(5) and 28 TAC 21.203(5).
2. Insurance Code chapter 541, section 541.060 by, among other things:
  - misrepresenting one or more material facts and/or policy provisions relating to coverage;
  - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
  - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiff to settle the claim with respect to another portion of the policy;
  - failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
  - refusing to affirm or deny coverage within a reasonable time;
  - refusing to conduct a reasonable investigation;
  - ignoring damage known to be covered by the Policy; and/or
  - conducting an outcome-oriented investigation in order to provide INSURANCE DEFENDANT with a basis to underpay the claim.

The foregoing paragraphs are incorporated herein. The INSURANCE DEFENDANT assigned the loss and the claim to RICARDO ALVARADO who was at all pertinent times the agent of the INSURANCE DEFENDANT, through both actual and apparent authority. The acts, representations and omissions of the ADJUSTER DEFENDANT are attributed to the INSURANCE DEFENDANT.

ADJUSTER DEFENDANT inspected Plaintiff's property on or about February 18, 2016. During the inspection, ADJUSTER DEFENDANT was tasked with the responsibility of conducting a thorough and reasonable investigation of Plaintiff's claim, including determining the cause of and then quantifying all of the damage done to Plaintiff's property. During the inspection, ADJUSTER DEFENDANT ignored covered damages to the Property and refused to address all of the damages caused by the loss. Specifically, Alvarado, ignored covered damages including but not limited to the entire main house roof. Subsequent to the inspection, ADJUSTER DEFENDANT prepared a repair estimate, completed on or about February 18, 2016, which vastly under-scoped the actual covered damages to the property, thus demonstrating ADJUSTER DEFENDANT did not conduct a thorough investigation of the claim.

Despite having been assigned the claim, and despite being given authority and instructions to inspect, adjust and evaluate the claim, the ADJUSTER DEFENDANT failed and refused to properly adjust the claim. The ADJUSTER DEFENDANT failed to properly inspect the property and the damages, failed to request information, failed to adequately investigate the claim, failed to respond to requests for information from the Plaintiff, failed to timely evaluate the claim, failed to timely and properly estimate the claim, and failed to timely and properly report to the INSURANCE DEFENDANT and make recommendations to the INSURANCE DEFENDANT to address all the covered damages.

The Plaintiff provided information regarding the loss and the claim to the ADJUSTER DEFENDANT. The Plaintiff allowed the ADJUSTER DEFENDANT full and complete access to the property. The Plaintiff provided sufficient information to the ADJUSTER DEFENDANT to adjust and evaluate the loss. The Plaintiff made inquiries regarding the status of the loss and payment, but the ADJUSTER DEFENDANT failed and refused to respond to the inquiries and failed to properly adjust the claim and the loss. As a result of the ADJUSTER DEFENDANT'S inadequate and outcome-oriented investigation, to date, Plaintiff has not received full payment for the claim.

The ADJUSTER DEFENDANT'S actions were negligent, reckless, willful and intentional, and were the proximate and producing cause of damages to the Plaintiff.

Where statements were made by the ADJUSTER DEFENDANT, Plaintiff reasonably relied upon them. As a result of the foregoing conduct, which was and is the producing cause(s) of injury and damage to Plaintiff, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Moreover, one or more of the foregoing acts or omissions were "knowingly" made, entitling Plaintiff to seek treble damages pursuant to the Insurance Code.

## **VII.** **KNOWLEDGE**

Each of the acts described above, together and singularly, was done "knowingly" by DEFENDANTS as that term is used in the Texas Insurance Code, and was a producing cause of Plaintiff's damages described herein.

**VIII.  
DAMAGES**

Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

As previously mentioned, the damages caused by the covered losses have not been properly addressed or repaired in the months since the loss occurred, causing further damage to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of DEFENDANTS' mishandling of Plaintiff's claim in violation of the laws set forth above.

For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of Plaintiff's claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

**IX.**

In addition, as to any exclusion, condition, or defense pled by DEFENDANTS, Plaintiff would show that:

The clear and unambiguous language of the policy provides coverage for damage caused by losses made the basis of Plaintiff's claim, including the cost of access to fix the damages;

In the alternative, any other construction of the language of the policy is void as against public policy;

Any other construction and its use by the DEFENDANTS violate the Texas Insurance Code section 541 et. seq. and is void as against public policy;

Any other construction violates Art. 17.50 of the Texas Business and Commerce Code and is unconscionable and is void as against public policy and was procured by fraudulent inducement;

Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

In the alternative, DEFENDANTS are judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring information.

**X.**  
**REQUEST FOR DISCLOSURES**

Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that DEFENDANTS provide the information required in a Request for Disclosure.

**XI.**  
**FIRST REQUEST FOR PRODUCTION TO INSURANCE DEFENDANT**

- 1) Produce the INSURANCE DEFENDANT's complete claim file (excluding all privileged portions) in your possession for Plaintiff's property relating to or arising out of any damages caused by the loss for which INSURANCE DEFENDANT opened a claim under the Policy. Please produce a privilege log for any portions withheld on a claim of privilege.
- 2) Produce all non-privileged emails and other forms of communication between INSURANCE DEFENDANT, its agents, adjusters, employees, or representatives and the adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's property which is the subject of this suit.
- 3) Produce any complete claim file (excluding all privileged portions) in the INSURANCE DEFENDANT's possession for the Plaintiff/insured and/or for the Plaintiff's property as listed in the Plaintiff's Original Petition, relating to or arising out of any claim for damages which INSURANCE DEFENDANT opened a claim under any policy. Please produce a privilege log for any portions withheld on a claim of privilege.

**XII.**  
**FIRST REQUEST FOR PRODUCTION TO ADJUSTER DEFENDANT**

- 1) Produce ADJUSTER DEFENDANT's complete claim or adjusting file for Plaintiff's property. Please produce a privilege log for any portions withheld on a claim of privilege.



- 2) Produce all emails and other forms of communication between INSURANCE DEFENDANT, its agents, adjusters, employees, or representatives and the ADJUSTER DEFENDANT, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's property which is the subject of this suit. This includes any correspondence or communications related to the Plaintiff's property, whether related to this claim or any other claim in the INSURANCE DEFENDANT'S possession. Please produce a privilege log for any items withheld on a claim of privilege.

### **XIII.**

As required by Rule 47(b), Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks monetary relief, the maximum of which is over \$100,000 but not more than \$200,000. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

### **XIV. PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that DEFENDANTS be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against DEFENDANTS for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court; for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against the INSURANCE DEFENDANT, to which Plaintiff may be justly entitled.

Respectfully submitted,

KETTERMAN ROWLAND & WESTLUND  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232  
Telephone: (210) 490-7402  
Facsimile: (210) 490-8372

BY: /s/ Robert A. Pollom

Robert A. Pollom  
State Bar No. 24041703  
[robert@krwlawyers.com](mailto:robert@krwlawyers.com)

ATTORNEYS FOR PLAINTIFF

**PLAINTIFF REQUESTS A TRIAL BY JURY**

SERVE  
2016CVF002577 D3

CITATION

THE STATE OF TEXAS  
COUNTY OF WEBB

COURT DATE 01/03/2017@1:30PM

NOTICE TO THE DEFENDANT: "YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU."

TO: STATE FARM LLOYDS BY SERVING ITS AGENT: CORPORATION SERVICE CO. AT:  
211 EAST 7TH STREET STE 620  
AUSTIN, TX 78701

DEFENDANT, IN THE HEREINAFTER STYLED AND NUMBERED CAUSE, YOU ARE HEREBY COMMANDED TO APPEAR BEFORE THE 341ST DISTRICT COURT of Webb County, Texas, to be held at the said courthouse of said county in the city of Laredo, Webb County, Texas, by filing a written answer to the Petition of Plaintiff at or before 10:00 O'CLOCK A.M. of the Monday next after the expiration of 20 days after the date of service thereof, a copy of which accompanies this citation, in the Cause #: 2016CVF002577 D3 , styled:

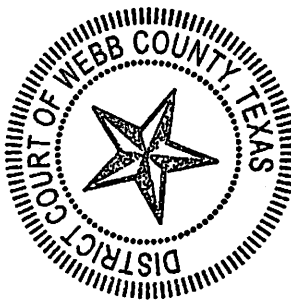
JOSE M HOLGUIN, PLAINTIFF  
VS.

STATE FARM LLOYDS AND RICARDO ALVARADO DEFENDANTS

Said Plaintiff's Petition was filed on 10/05/2016 in said court by:  
ROBERT A POLLOM, ATTORNEY FOR PLAINTIFF  
16500 SAN PEDRO STE 302  
SAN ANTONIO, TX 78232

WITNESS ESTHER DEGOLLADO, DISTRICT CLERK OF WEBB COUNTY, TEXAS, Issued and given under my hand and seal of said court at office, this 17 day of October, 2016.

C L E R K O F C O U R T



ESTHER DEGOLLADO  
WEBB COUNTY DISTRICT CLERK  
P.O. BOX 667  
LAREDO, TX 78042

BY:

DEPUTY

ESMERALDA ALVARADO

2016CVF002577 D3

**OFFICER'S RETURN**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 at  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. Executed at \_\_\_\_\_,  
within the COUNTY of \_\_\_\_\_ at \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by delivering to the within named  
STATE FARM LLOYDS, each, in person, a true copy of this citation together  
with the accompanying copy of the petition, having first attached such copy  
of such petition to such copy of citation and endorsed on such copy of  
citation the date of delivery.

The distance actually traveled by me in serving such process was \_\_\_\_\_  
miles, and my fees are as follows:

Total Fee for serving this citation \$ \_\_\_\_\_.

To certify which, witness my hand officially.

\_\_\_\_\_  
SHERIFF, CONSTABLE

\_\_\_\_\_  
COUNTY, TEXAS

BY \_\_\_\_\_  
DEPUTY

THE STATE OF TEXAS }  
COUNTY OF WEBB }

Before me, the undersigned authority, on this day personally appeared  
\_\_\_\_\_, who after being duly sworn, upon oath said  
that a notice, of which the above is a true copy, was by him/her delivered  
to \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

SWORN TO AND SUBSCRIBED BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**DAVILA CIVIL PROCESS**

P.O. Box 1733  
Helotes, Texas 78023



7016 0600 0000 4017 3515



1000



78701

U.S. POSTAGE  
HELOTES, TX  
NOV 03, 18  
AMOUNT  
**\$7.57**  
R2305H126330-03

*Corporation Service Company  
all East. 7th Street, Suite 620  
Austin, Texas 78701*



**HONORABLE BECKIE PALOMO**

**State District Court Judge**  
341<sup>st</sup> JUDICIAL DISTRICT OF TEXAS  
WEBB COUNTY JUSTICE CENTER  
1110 Victoria Street, Suite 302  
Laredo, Texas 78040-4439

**CIVIL CASE – CALENDAR CALL SETTINGS**

RE: CAUSE NO: 2016CVF002577 D3

STYLE: JOSE M HOLGUIN

VS

STATE FARM LLOYDS

NOTICE that this case IS SET FOR CALENDAR CALL on 01/03/2017,  
at 1:30 PM at the 341st District Courtroom, 3<sup>rd</sup> Floor, Webb County Justice Center.

Calendar Call hearings will be in open Court and on the record before **JUDGE BECKIE PALOMO**.  
Your presence is **MANDATORY** unless Counsel for Plaintiff(s) file a Joint Pre-Trial Guideline Order  
(PTGO) with all counsels signatures on the PTGO.

You may download the PTGO at our website:  
[http://www.webbcountytexas.gov/DC341st/Links/civ\\_Jury%20PTGO.pdf](http://www.webbcountytexas.gov/DC341st/Links/civ_Jury%20PTGO.pdf)

Counsel for Plaintiff(s): if you do not appear for calendar call, your case may be dismissed for lack of prosecution.

Counsel for Defendant(s): if you do not appear for calendar call, a pre-trial guideline order may be  
entered with or without your approval and/or signature.

Call the court for jury selection dates and pre-trial hearing dates. Keep in mind jury selection must be set  
within the timeframes recommended by the Texas Supreme Court.

If there are any questions regarding this matter please feel free to call the court at the number below.

A handwritten signature in cursive script, appearing to read "Magdalena Martinez".

Magdalena Martinez  
Civil Court Coordinator  
(956)523-4328

DC:

Filed

11/14/2016 12:00:00 AM

Esther Degollado

District Clerk

RETURN Webb District

2016CVF002577 Esther Jo Garza

2016CVF002577 D3

## CITATION

THE STATE OF TEXAS  
COUNTY OF WEBB

COURT DATE 01/03/2017@1:30PM

NOTICE TO THE DEFENDANT: "YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU."

TO: STATE FARM LLOYDS BY SERVING ITS AGENT: CORPORATION SERVICE CO. AT:  
211 EAST 7TH STREET STE 620  
AUSTIN, TX 78701

DEFENDANT, IN THE HEREINAFTER STYLED AND NUMBERED CAUSE, YOU ARE HEREBY COMMANDED TO APPEAR BEFORE THE 341ST DISTRICT COURT of Webb County, Texas, to be held at the said courthouse of said county in the city of Laredo, Webb County, Texas, by filing a written answer to the Petition of Plaintiff at or before 10:00 O'CLOCK A.M. of the Monday next after the expiration of 20 days after the date of service thereof, a copy of which accompanies this citation, in the Cause #: 2016CVF002577 D3, styled:

JOSE M HOLGUIN, PLAINTIFF

VS.

STATE FARM LLOYDS AND RICARDO ALVARADO DEFENDANTS

Said Plaintiff's Petition was filed on 10/05/2016 in said court by:  
ROBERT A POLLOM, ATTORNEY FOR PLAINTIFF  
16500 SAN PEDRO STE 302  
SAN ANTONIO, TX 78232

WITNESS ESTHER DEGOLLADO, DISTRICT CLERK OF WEBB COUNTY, TEXAS, Issued and given under my hand and seal of said court at office, this 17 day of October, 2016.

C L E R K O F C O U R T



ESTHER DEGOLLADO  
WEBB COUNTY DISTRICT CLERK  
P.O. BOX 667  
LAREDO, TX 78042

BY:

ESMERALDA ALVARADO

DEPUTY

State of Texas

County of Webb

341st District Court

Cause # 2016CVF002577 D3

**OFFICER'S RETURN**

Came to hand on the 01st day of November, 2016, at 09:20 o'clock P.M.

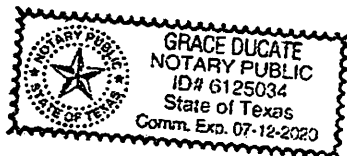
Executed at 211 East 7th Street, Set 620, Austin, Texas 78701, within the County of Travis at \_\_\_\_ o'clock \_\_\_\_ M. on the 07th day of November, 2016, by delivering to the within named State Farm Lloyds by serving its Registered Agent, Corporation Service Co., by Certified Mail, Receipt #7016060000040173515, USPS Tracking Green Card Attached, each, in person, a true copy of this Citation, Plaintiff, Jose M Holguin, Plaintiff's Original Petition to Defendant, State Farm Lloyds by serving its Registered Agent, Corporation Service Co., together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_ miles and my fees are as follows:

I certify that I am over the age of 18, have no interest in the above action, and a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

Subscribed and Sworn to before me on the 11th day of Nov 2016 by the affiant who is personally

known to me.

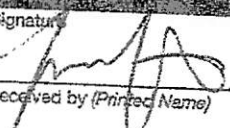
*Grace Ducate*  
NOTARY PUBLIC



*Raul Davila*

Raul Davila  
SCH #11624 EXP 8/31/2018  
Davila Civil Process  
P.O. Box 1733  
Helotes, TX 78023  
OFFICE # 210-275-4485



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><b>Corporation Service Co</b>  <b>211 East 7th St. #620</b>  <b>Austin, TX 78701</b></p> <p>9590 9402 1676 6053 1492 62</p> <p>2. Article Number (transfer from service label)</p> <p><b>7016 0600 0000 4017 3515</b></p>		<p>A. Signature</p> <p>X </p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p><b>11/7/16</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Mail Restricted Delivery (RM)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service®  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our Website at [www.usps.com](http://www.usps.com)

SENT TO: **AUSTIN TX 78701**  
**JOSE HOLGUIN**

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee to certified mail fee)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.57

Total Postage and Fees \$7.57

Sent To: **Corporation Service Co.**  
**211 East 7th Street #620**  
**Austin TX 78701**

Postmark Here

11/03/2016

Filed  
11/28/2016 9:28:16 AM  
Esther Degollado  
District Clerk  
Webb District  
Sara Lopez  
2016CVF002577D3

CAUSE NO. 2016-CVF-002577 D3

<b>JOSE M. HOLGUIN</b>	§	<b>IN THE DISTRICT COURT</b>
	§	
<b>Plaintiff</b>	§	
	§	
<b>vs.</b>	§	<b>341<sup>ST</sup> JUDICIAL DISTRICT</b>
	§	
<b>STATE FARM LLOYDS</b>	§	
<b>AND RICARDO ALVARADO</b>	§	
	§	
<b>Defendants</b>	§	<b>WEBB COUNTY, TEXAS</b>

**ORIGINAL ANSWER OF DEFENDANT STATE FARM LLOYDS  
TO PLAINTIFF'S ORIGINAL PETITION**

STATE FARM LLOYDS ("State Farm"), Defendant in the above-styled and numbered cause, and, reserving the right to file other and further pleadings, exceptions and denials, files this Original Answer to Plaintiff's Original Petition and would respectfully show the Court and Jury the following:

**GENERAL DENIAL**

1. Defendant asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure.

WHEREFORE, PREMISES CONSIDERED, Defendant, STATE FARM LLOYDS prays upon a final hearing hereof Plaintiff recover nothing of and from Defendant STATE FARM LLOYDS and the Court enter a take-nothing judgment, and for all other just relief to which it may be justly entitled.

Respectfully submitted,

**JONES, ANDREWS & ORTIZ, P.C.**

By: /s/ Daniel C. Andrews

Daniel C. Andrews

State Bar No. 01240940

10100 Reunion Place, Suite 600

San Antonio, TX 78216

Telephone: (210) 344-3900

Facsimile: (210) 366-4301

**COUNSEL FOR DEFENDANT,  
STATE FARM LLOYDS**

**CERTIFICATE OF SERVICE**

In accordance with the Texas Rules of Civil Procedure, on the 28<sup>th</sup> day of November, 2016, the above and foregoing instrument was served upon:

Robert A. Pollom  
KETTERMAN ROWLAND & WESTLUND  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232

/s/ Daniel C. Andrews

Daniel C. Andrews

Filed  
12/2/2016 2:23:05 PM  
Esther Degollado  
District Clerk  
Webb District  
Sara Lopez  
2016CVF002577D3

# JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION  
10100 REUNION PLACE, SUITE 600  
SAN ANTONIO, TEXAS 78216  
TELEPHONE 210/344-3900  
TELECOPY 210/366-4301

WRITER'S E-MAIL ADDRESS:  
dan@jao-law.com

December 2, 2016

Ms. Esther Degollado  
District Clerk  
1110 Victoria St., Suite 203  
Laredo, Texas 78040

RE: Cause No. 2016-CVF002577 D3: *Jose M. Holguin v. State Farm Lloyds and Ricardo Alvarado*; In the District Court, 341<sup>st</sup> Judicial District, Webb County, Texas; Our File No. 314.250

Dear Ms. Degollado:

Please provide a copy of the "Returns - Citation Return executed as to State Farm Lloyds" as reflected on the Court's docket with an activity date of November 14, 2016. With this electronic filing we are submitting our payment in the amount of \$3.00.

The copies may be sent by facsimile to the number shown above, or by electronic mail to [dan@jao-law.com](mailto:dan@jao-law.com), with a copy to [jessica@jao-law.com](mailto:jessica@jao-law.com).

Thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



Daniel C. Andrews

DCA/jr

Filed  
12/5/2016 10:56:37 AM  
Esther Degollado  
District Clerk  
Webb District  
Sara Lopez  
2016CVF002577D3

## JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION  
10100 REUNION PLACE, SUITE 600  
SAN ANTONIO, TEXAS 78216  
TELEPHONE 210/344-3900  
TELECOPY 210/366-4301

WRITER'S E-MAIL ADDRESS:  
dan@jao-law.com

December 2, 2016

Ms. Esther Degollado  
District Clerk  
1110 Victoria St., Suite 203  
Laredo, Texas 78040

RE: Cause No. 2016-CVF002577 D3; *Jose M. Holguin v. State Farm Lloyds and Ricardo Alvarado*; In the District Court, 341<sup>st</sup> Judicial District, Webb County, Texas; Our File No. 314.250

Dear Ms. Degollado:

Please provide a copy of the "Returns - Citation Return executed as to State Farm Lloyds" as reflected on the Court's docket with an activity date of November 14, 2016. With this electronic filing we are submitting our payment in the amount of \$3.00.

The copies may be sent by facsimile to the number shown above, or by electronic mail to [dan@jao-law.com](mailto:dan@jao-law.com), with a copy to [jessica@jao-law.com](mailto:jessica@jao-law.com).

Thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



Daniel C. Andrews

DCA/jr